

## Amendment to Agreement

**THIS AMENDMENT**, (hereinafter "Amendment") is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2009 by and between Shelby County Government (hereinafter "County") and Casto Information Management Systems, Inc. (hereinafter "CIMS").

WHEREAS, The County entered into a contract with CIMS for Maintenance of the Document Management System dated February 3, 2003 for the term beginning upon execution through June 30, 2004 with three (3) one (1) year options to renew; and

WHEREAS, the Agreement has previously been amended by the parties by written instrument on July 22, 2005, July 12, 2006, November 1, 2007, and July 17, 2008; and

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for Maintenance of the Document Management System to extend the term for the one year period beginning July 1, 2009 and continuing through June 30, 2010; and

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for maintenance on the Document Management System.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2009 until June 30, 2010
2. The total cost for this renewal period shall not exceed One Hundred Seventy Thousand Five Hundred Thirty Seven and 80/100 (\$170,537.80) Dollars payable in accordance with the terms of the Agreement.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2009-2010 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C Wharton, Jr., Mayor

**Casto Information Management Systems, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriated Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainer, a corporation, and that he as such \_\_\_\_\_, executed foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_